

3. A list of Disaster events below, which are considered to be Major Incidents for the purposes of this Contract (and which may, depending on the circumstances, give rise to a Category 1, Category 2 or Category 3 Major Incident in accordance with paragraphs 1 and 2 above):-

- A Service Provider's Site closed for reason of fire, flood, natural disaster or other external event.
- Pandemic or epidemic disease or illness affecting more than 25 per cent of the Service Provider's Personnel.
- Weather preventing or restricting access to a Service Provider's Site, such as heavy snow, where more than 25 per cent of the Service Provider Personnel scheduled to work are affected.
- Power loss to an area including and beyond just the Service Provider's Site.
- Communications loss to an area including and beyond just the Service Provider's Site.
- A Service Provider's Site closed at the request of the Police or other emergency service.
- Terrorism or other violent actions.

APPENDIX 4 – DASHBOARD REQUIREMENTS

1. The Service Provider shall develop and maintain real-time Dashboards to show performance against selected Service Levels. These shall be internet accessible for viewing by Authority Personnel via a single log-on. Dashboards shall be able viewable on a mobile device, desktop or display screen, in landscape format. The dashboards are:
 - a) A real-time call handling dashboard
 - b) An intraday call handling dashboard, showing progress by half-hour throughout the current day
 - c) An intraday Key Fulfilment dashboard.

Each dashboard shall be updated as a minimum every 30 seconds.

2. Performance against each of the required fields should be colour-coded, with:
 - Green when performance is equal to or better than the Service Level
 - Yellow when performance is below the Service Level to a small degree (to be defined)
 - Red when performance is significantly below the Service Level (to be defined)
3. The definition of 'Yellow' and 'Red' Service Levels will be defined and agreed between the Parties.
4. The required fields are as follows:

Real-time call handling dashboard

- Calls received
- Calls queuing
- Calls answered
- Calls in progress
- Calls abandoned
- Short calls abandoned (under 10 seconds)
- Oldest call queuing
- Average Talk Time (ATT)
- Average Speed to Answer (ASA)
- Oldest call waiting
- Total number of Agents available/in paused/logged in/on call (for Services in scope of this Contract)

Intraday call handling dashboard

The 30 minute intervals are each half-hour of the applicable day's operational hours, as detailed in paragraph 3 of Schedule 4 (Service Scope Specification)

- Calls received by 30 minute interval
- Calls queuing by 30 minute interval
- Calls answered by 30 minute interval
- Calls in progress by 30 minute interval
- Calls abandoned by 30 minute interval
- Short calls abandoned (under 10 seconds), by 30 minute interval
- Oldest call queuing by 30 minute interval
- Average Talk Time (ATT) by 30 minute interval
- Average Speed to Answer (ASA) by 30 minute interval
- Total number of Agents available/in paused/logged in/on call by 30 minute interval (for Services in scope of this Contract)

Intraday Key Fulfilment dashboard

These should be provided for each Welcome Pack type; New members, replacement keys and business accounts.

- Awaiting Key Fulfilment
- Welcome Packs processing completed
- Welcome Packs posted today

9 SCHEDULE 9 - FORM OF VARIATION

1. General

In this Schedule:

- 1.1. The Authority's right to require the Service Provider to implement a Variation, or to propose that the Service Provider implements a Variation, is set out in paragraph 2.1;
- 1.2. the Service Provider's right to propose Variations is set out in paragraph 2.2;
- 1.3. the procedures for notifying the other Party of, and specifying, Variations required by the Authority or proposed by the Service Provider (as the case may be) are set out in paragraphs 3 and 4;
- 1.4. the procedures for implementing Variations are set out in paragraph 5;
- 1.5. the Service Provider's overriding obligations to minimise the cost and provide VfM in respect of any Variation are set out in paragraph 6.1; and
- 1.6. the contract management procedures for developing and implementing Variations are set out in paragraph 8.

2. Variation Rights

2.1. The Authority shall be entitled at any time to:

- 2.1.1. require the Service Provider to implement a Variation to the Services;
or
- 2.1.2. propose a Variation to the Services to the Service Provider, and the Service Provider shall implement each Variation required or authorised in accordance with this paragraph 2.

2.2. The Service Provider may propose a Variation to the Services. The Authority shall not be obliged to consider or authorise any such proposal.

3. Proposed Variation Notice and Required Variation Notice

For a Variation under paragraph 2.1:

- 3.1. The Authority shall give notice to the Service Provider of a Proposed Variation (by submitting a "**Proposed Variation Notice**") or a Required Variation (by submitting a "**Required Variation Notice**") substantially in the form set out in this Schedule 9 (Form of Variation). The Authority may in its absolute discretion at any time issue a Required Variation Notice in respect of a Variation that has previously been the subject of a Proposed Variation Notice or a Service Provider's Proposal Notice (as the latter is defined in paragraph 4).
- 3.2. The Service Provider shall, within 15 Business Days from the date of delivery of any Proposed Variation Notice or Required Variation Notice (or within any additional period requested by the Service Provider and agreed to in writing by the Authority, the Authority acting reasonably), produce, sign and return a "**Service Provider Response**" substantially in the form set out in this Schedule 9 (Form of Variation) which shall set out the proposed method of implementing the relevant Variation, specifying inter alia:
 - 3.2.1. the time scale for doing so;

- 3.2.2. the effect (if any) on the timing of the performance of other obligations under this Contract (including the effect (if any) on any relevant milestone dates);
- 3.2.3. the impact of effecting the Variation on the provision of the Services;
- 3.2.4. the financial consequences of implementing the Variation (including, but not limited to, showing details of any pricing of the Variation including capital and operating costs);
- 3.2.5. anticipated Authority and/or Third Party dependencies; and
- 3.2.6. the risks associated with the Variation,

provided that any savings made by the Service Provider arising as a result of such Variation or payments to the Service Provider shall be taken into account. Where a Variation is to be charged by reference to the time spent by Service Provider Personnel in relation to the Variation, the rates for such Service Provider Personnel shall not exceed those detailed for this purpose (if any) in Schedule 7 (Pricing Schedule).

- 3.3. In the case of a Required Variation Notice, the Authority shall specify in the Required Variation Notice any requirements in relation to the implementation of the Required Variation.

4. Service Providers Proposal Notice

- 4.1. For a Variation under paragraph 2.2, the Service Provider shall notify its proposals for a Variation to the Authority by a notice substantially in the form set out in this Schedule 9 (Form of Variation) (the “**Service Provider’s Proposal Notice**”). The Service Provider shall set out the proposed method of implementing the Variation, specifying inter alia:

- 4.1.1. the time scale for doing so;
- 4.1.2. the effect (if any) on the timing of the performance of other obligations under this Contract (including the effect (if any) on any relevant milestone dates);
- 4.1.3. the impact of effecting the proposed Variation on the provision of the Services;
- 4.1.4. the financial consequences of implementing the proposed Variation (including, but not limited to, showing details of any pricing of the Variation including capital and operating costs);
- 4.1.5. anticipated Authority and/or Third Party dependencies; and
- 4.1.6. the risks associated with the Variation,

provided that any savings made by the Service Provider arising as a result of such proposed Variation or payments to the Service Provider shall be taken into account. Where a Variation is to be charged by reference to the time spent by Service Provider Personnel in relation to the Variation, the rates for such Service Provider Personnel shall not exceed those described in paragraph 3.2 above. Within 10 Business Days of the delivery by the Service Provider of a Service Provider’s Proposal Notice, the Authority shall notify the Service Provider whether it wishes to consider the Variation set out in the Service Provider’s Proposal Notice.

5. Implementation of the Variation

- 5.1. Following receipt of a Required Variation Notice and unless otherwise instructed by the Authority, the Service Provider shall forthwith implement the Variation required therein within the appropriate and achievable timescale specified in the Required Variation Notice. The Service Provider shall notify the Authority in writing within twenty four (24) hours of receipt of a Required Variation Notice if the Service Provider believes that it is not possible for the Service Provider to implement such Variation or to effect the Variation within the specified timescale. The Service Provider shall ensure that such notification includes a detailed explanation as to why it is not possible for the Service Provider to implement such Variation in the specified timescale.
- 5.2. Subject to paragraph 5.3, the Service Provider shall not implement any Variation set out in any Proposed Variation Notice or Service Provider's Proposal Notice until a notice substantially in the form set out in this Schedule 9) (the "**Authority to Proceed**") has been issued by the Authority for that Variation. For the avoidance of doubt, the Service Provider shall implement each Variation set out in a Required Variation Notice in accordance with paragraph 5.1 without any need for issuance of an Authority to Proceed. The Authority shall not at any time be obliged to issue an Authority to Proceed in respect of any Proposed Variation Notice or Service Provider's Proposal Notice.
- 5.3. The Authority may issue an Authority to Proceed at any time following issue of a Proposed Variation Notice even if the details for implementing that Variation have not yet been determined. In that event the provisions of paragraph 5.1 shall apply with effect from the date of the Authority to Proceed as if the Proposed Variation Notice had been a Required Variation Notice.
- 5.4. Any terms (including costs) of implementing a Variation the subject of an Authority to Proceed issued under paragraph 5.2 or 5.3 or of a Required Variation Notice signed and returned by the Service Provider pursuant to, and setting out the information specified in, paragraph 3.2 that are not agreed by the Parties within 14 days of the issue of the Authority to Proceed or of the return by the Service Provider of the Required Variation Notice (as applicable) may be referred by either Party for determination in accordance with the Dispute Resolution Procedure. On final resolution of the outstanding terms of the Variation pursuant to the Dispute Resolution Procedure or the written agreement of the Parties, The Authority shall either:
 - 5.4.1. issue a notice substantially in the form set out in this Schedule 9 (the "**Required Variation Settlement Notice**") setting out the terms of the Variation; or
 - 5.4.2. withdraw the Required Variation Notice or Authority to Proceed (as applicable) by issuing a notice substantially in the form set out in this Schedule 9 (the "**Withdrawal Notice**") in which case:
 - 5.4.2.1. the Service Provider shall immediately cease to implement the Variation; and
 - 5.4.2.2. the Service Provider shall be entitled to make a claim to recover from the Authority any costs that the Service Provider has reasonably and

properly incurred exclusively in connection with implementing the Variation prior to the Service Provider being sent the Withdrawal Notice.

- 5.4.3. The Authority may withdraw any Required Variation Settlement Notice or Authority to Proceed at any time by issuing a Withdrawal Notice in which case the provisions of paragraph 5.4.2 shall apply.

6. Cost Minimisation and Standards

- 6.1. The Service Provider shall make reasonable efforts to minimise the adverse and maximise the favourable impact on the Authority of any change in timetable or costs resulting from the implementation of a Variation. In particular the Service Provider shall, where appropriate, when submitting proposals in respect of any Proposed Variation Notice, Required Variation Notice or Service Provider's Proposal Notice or before referring any matter for determination pursuant to the Dispute Resolution Procedure and when implementing any Variation:
- 6.1.1. submit a statement to the Authority of its proposed method of implementing the Variation demonstrating the steps that it has taken to minimise the costs of doing so;
- 6.1.2. comply with its VfM obligations in paragraph 7; and
- 6.1.3. shall not in its proposal for the implementation of the Variation claim to be excused from any liability other than on the same grounds and to the same extent amended accordingly (*mutatis mutandis*) as it would have been excused from liability for performing its obligations under this Contract (before the proposed Variation took effect), provided that if the Service Provider considers that the risk inherent in the implementation of the Variation means that the Service Provider should be excused from any liability on other grounds or to a different extent, then the Service Provider shall be entitled to provide contemporaneously to the Authority alternative proposals for the implementation of the Variation. These alternative proposals shall not excuse the Service Provider from any liability other than on the same grounds and to the same extent *mutatis mutandis* as it would have been excused from liability for performing its obligations under this Contract (before the proposed Variation took effect). The alternative proposal(s) shall give details of the extent to which the Service Provider seeks to be excused from liability on other grounds or to a different extent in implementing the Variation and the corresponding change (if any) to the amount of the adjustment to the Charges which would otherwise be required in respect of implementing the Variation.
- 6.2. Unless the Authority requires otherwise, the Service Provider's proposal shall be a fixed price lump sum based on the allocation of risk specified in the Variation. However, the Service Provider may in addition include pricing for alternative options to be considered by the Authority.
- 6.3. The Authority may, from time to time, provide the Service Provider with information in relation to possible future Variations for the express purpose of providing the Service Provider with the means of taking such possible Variations into account in planning its operations and capital expenditure programmes and so as to reduce the costs of implementing such Variations in the future.

7. Value for Money

- 7.1. To enable the Authority to effectively determine whether VfM is being achieved in respect of any Variation, it will be necessary for the Service Provider to be transparent in the pricing of any proposed modification to the Charges arising from that Variation in accordance with this Schedule and its general accounting in so far as these are relevant to demonstrating VfM associated with that Variation.
- 7.2. Proposed modification to the Charges in accordance with a Variation shall be priced on a transparent and "open book" basis in accordance with paragraph 7.3 below.
- 7.3. Open Book Accounting
 - 7.3.1. The Service Provider shall calculate any modifications proposed to the Charges in accordance with this Schedule on a "bottom up" basis.
 - 7.3.2. All modifications to Charges shall represent the actual demonstrable costs to be incurred by the Service Provider or savings to be achieved by the Service Provider in each case with reasonable allowances for:
 - 7.3.2.1. a reasonable level of target profit (having regard to what the Service Provider has achieved and has been and is forecast to achieve under the Contract);
 - 7.3.2.2. overheads (with an explanation of the principles on which they have been appropriated to the Contract and to the Variation); and
 - 7.3.2.3. any additional risks being incurred or existing risks being reduced (as the case may be) having regard to the terms of paragraph 6.1.3.
 - 7.3.2.4. If requested by the Authority, the Service Provider shall evidence the breakdown in relevant costs including by reference to operating expenditure, capital expenditure, human resource costs, third party costs (including any sub-contractor mark-up and any intra-group charges).
- 7.4. The Authority's rights under Clause 24.3 (Records, Audit and Inspection) shall include the right of audit to ensure that the Service Provider has complied with its obligations under paragraph 6 above and this paragraph 7.

8. Contract Management of Variations

- 8.1. For a Variation under paragraph 2.1 and on receipt of a Service Provider's Proposal Notice under paragraph 4, the Authority shall allocate a unique number to the potential Variation and the Authority shall also maintain a sequentially numbered register of all potential and actual Variations. All subsequent correspondence between the Parties in connection with any potential or actual Variation shall bear the number allocated to such Variation.
- 8.2. For the avoidance of doubt, each of the Parties shall pay its own costs and expenses, in each case of any nature whatsoever, incurred in connection with the investigation, preparation or negotiation of each Proposed Variation Notice, Required Variation Notice, Service Provider Response, Service Provider's Proposal Notice, Authority to Proceed, Required Variation Settlement Notice and Withdrawal Notice and otherwise in connection with any acts, omissions or correspondence in connection with agreement on, or determination in

accordance with the Dispute Resolution Procedure of, the terms of any Variation and such costs and expenses shall not be taken into account (or included by the Service Provider) in costing any Variation.

Required Variation Notice

Variation No. [XXXX]	Date [DD-MMM-YY]		
VARIATION TITLE:			
Service Provider: [Inset Service Provider name] (Contract name and reference no. to be included in header)			
Project Manager	Service Delivery Manager	Commercial Manager	Systems Manager
[Insert PM Name]	[Insert Service Delivery Manager Name]	[Insert CM Name]	[Insert System Owner's Name]
Summary			
<p>➤ Scope of Variation to the Services</p> <p><i>Insert a concise summary of the scope of the Variation to the Services, including any specific deliverables to be provided by the Service Provider</i></p> <p>Full details of the change to the Services required are in Section A</p>			
<p>➤ Performance Management</p> <p><i>Insert a concise summary of the changes to the performance regime including any new, or revised, Service Level or performance regimes including any thresholds or trigger levels</i></p> <p>Full details of the performance regime is Section B</p>			
<p>➤ Key Constraints</p> <p><i>Insert a concise summary of the constraints on the implementation and/or delivery of the Variation to the Services</i></p> <p>Full details of the Key Constraints are in Section C</p>			
<p>➤ Key dates/Milestone Dates</p> <p><i>Provide a timetable for the implementation of the Variation including key dates or Milestone dates (including the deliverables or Services that the Service Provider must provide by each relevant key date or Milestone date)</i></p> <p>Full details of the key dates and Milestone Dates are in Section D</p>			
<p>➤ Assurance</p> <p><i>Insert summary of the key Assurance requirements</i></p> <p>Full details of the Assurance requirements are in Section E</p>			
<p>➤ Intellectual Property Rights</p> <p><i>Insert summary of any new IPR created Or state that no new IPR will be created as part of this Variation</i></p> <p>Full details of the Intellectual Property Rights requirements and verification levels are in Section F</p>			
<p>➤ Charges and payment terms</p> <p><i>Insert summary of key payment terms</i></p> <p>Full details of the proposed payment terms are in Section G</p>			
For the Authority: [Transport for London] [insert name] [insert job title]		Signed:	

Proposed Variation Notice

Variation No. [XXXX]	Date [DD-MMM-YY]		
VARIATION TITLE:			
Service Provider: [Inset Service Provider name] (Contract name and reference no. to be included in header)			
Project Manager	Service Delivery Manager	Commercial Manager	Systems Manager
[Insert PM Name]	[Insert Service Delivery Manager Name]	[Insert CM Name]	[Insert System Owner's Name]
Summary			
<p>➤ Scope of Variation to the Services</p> <p><i>Insert a concise summary of the scope of the Variation to the Services, including any specific deliverables to be provided by the Service Provider</i></p> <p>Full details of the change to the Services required are in Section A</p>			
<p>➤ Performance Management</p> <p><i>Insert a concise summary of the changes to the performance regime including any new, or revised, Service Level or performance regimes including any thresholds or trigger levels</i></p> <p>Full details of the performance regime is Section B</p>			
<p>➤ Key Constraints</p> <p><i>Insert a concise summary of the constraints on the implementation and/or delivery of the Variation to the Services</i></p> <p>Full details of the Key Constraints are in Section C</p>			
<p>➤ Key dates/Milestone Dates</p> <p><i>Provide a timetable for the implementation of the Variation including key dates or Milestone dates (including the deliverables or Services that the Service Provider must provide by each relevant key date or Milestone date)</i></p> <p>Full details of the key dates and Milestone Dates are in Section D</p>			
<p>➤ Assurance</p> <p><i>Insert summary of the key Assurance requirements</i></p> <p>Full details of the Assurance requirements are in Section E</p>			
<p>➤ Intellectual Property Rights</p> <p><i>Insert summary of any new IPR created no new IPR will be created as part of this Variation</i></p> <p>Full details of the Intellectual Property Rights requirements and verification levels are in Section F</p>			
<p>➤ Charges and payment terms</p> <p><i>Insert summary of key payment terms</i></p> <p>Full details of the proposed payment terms are in Section G</p>			
For the Authority: [Transport for London] [insert name] [insert job title]		Signed:	

Service Provider Response

Variation No. [XXXX]	Date [DD-MMM-YY]
VARIATION TITLE:	
Service Provider: [Inset Service Provider name]	
Contract name & reference number: [insert contract name & reference number as it appear on the front cover]	
Service Provider's Project Manager:	Service Provider Contract Manager:
[Insert PM Name]	[Insert Contract Manager Name]

Project Description

➤ **METHOD OF IMPLEMENTATION**

Detail the implementation schedule with Milestone dates.

➤ **FINANCIAL CONSEQUENCES (INCLUDING CHARGES AND SAVING)**

Detail the financial consequences of implementing the Variation showing details of any pricing of the Variation including savings, Project risk (with description), CAPEX and OPEX costs.

➤ **KEY COMMERCIAL ISSUES**

Detail the impact of effecting the Variation on the provision of the Services.

➤ **KEY CONSTRAINTS**

Detail any constraints on the implementation and/or delivery of the Variation to the Services

➤ **ASSUMPTIONS, DEPENDENCIES**

Detail any anticipated Authority and/or Third Party assumptions and dependencies.

➤ **PERFORMANCE MANAGEMENT**

Detail the affect (if any) on the timing of the performance of other obligations under the Contract, including the affect (if any) on any relevant milestone dates.

➤ **RISKS**

Assessment of risks associated with the Variation, including those contained in other areas of the Project Description

➤ **ASSURANCE**

Detail how the Service Provider shall Assure the Authority that the Service Provider will comply with the Contract obligations.

➤ **INTELLECTUAL PROPERTY RIGHTS**

Detail any new IPR created.

➤ **EXTERNAL INTERFACES**

Detail any interfaces with other systems

For the Service Provider: [Service Provider name] [insert name] [insert job title]	Signed:
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Service Provider's Proposal Notice

Proposal Ref No. [XXXX]	Date [DD-MMM-YY]
PROPOSAL TITLE:	
Service Provider: [Inset Service Provider name]	
Contract name & reference number: [insert contract name & reference number as it appear on the front cover]	
Service Provider's Project Manager:	Service Provider Contract Manager:
[Insert PM Name]	[Insert Contract Manager Name]

Project Description

➤ REASON FOR PROPOSAL

Details the business need for the proposal

➤ METHOD OF IMPLEMENTATION

Detail the implementation schedule with Milestone dates.

➤ FINANCIAL CONSEQUENCES (INCLUDING CHARGES AND SAVING)

Detail the financial consequences of implementing the Variation showing details of any pricing of the Variation including savings, Project risk (with description), CAPEX and OPEX costs.

➤ KEY COMMERCIAL ISSUES

Detail the impact of effecting the Variation on the provision of the Services.

➤ KEY CONSTRAINTS

Details any constraints on the implementation and/or delivery of the Variation to the Services

➤ ASSUMPTIONS, DEPENDENCIES

Detail any anticipated Authority and/or Third Party assumptions and dependencies.

➤ PERFORMANCE MANAGEMENT

Detail the affect (if any) on the timing of the performance of other obligations under the Contract, including the affect (if any) on any relevant milestone dates.

➤ RISKS

Assessment of risks associated with the Variation, including those contained in other areas of the Project Description

➤ ASSURANCE

Detail how the Service Provider shall Assure the Authority that the Service Provider will comply with the Contract obligations.

➤ INTELLECTUAL PROPERTY RIGHTS

Detail any new IPR created.

➤ EXTERNAL INTERFACES

Detail any interfaces with other systems

For the Service Provider: [Service Provider name] [insert name] [insert job title]	Signed:
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Authority to Proceed

Variation No. [XXXX]	Date [DD-MMM-YY]
VARIATION TITLE:	
Service Provider: [Inset Service Provider name] (Contract name and reference no. to be included in header)	

Project Manager	Service Delivery Manager	Commercial Manager	Systems Manager
[Insert PM Name]	[Insert Service Delivery Manager Name]	[Insert CM Name]	[Insert System Owner's Name]

Please Refer to Proposed Variation Notice dated [Insert Date] and Service Provider Response dated [Insert Date]. Authority is hereby given for the implementation of the Variation set out below.

Summary	
<p>➤ Summary of changes to the Services <i>Insert a concise summary of the changes to the deliverables</i> Full details of the change to the Services required are in Section A</p>	
<p>➤ Value of Variation <i>Insert value</i> Full details of the performance regime is Section B</p>	
<p>➤ Amended Terms <i>Insert summary of any changes agreed subsequent to the Service Provider Response. This is to include key constraints, key dates, assurances, IPR and performance management.</i> Full details of the Amended Terms are in Section C</p>	
<p>➤ Payment terms <i>Insert summary of key payment terms</i> Full details of the key dates and Milestone Dates are in Section D</p>	
<p>For the Authority: [Transport for London] [insert name] [insert job title]</p>	<p>Signed:</p>

Required Variation Settlement Notice

Variation No. [XXXX]	Date [DD-MMM-YY]
VARIATION TITLE:	
Service Provider: [Inset Service Provider name] (Contract name and reference no. to be included in header)	
Authority Project Manager:	Authority Commercial Manager:
[Insert PM Name]	[Insert Commercial Manager Name]

➤ **Nature of issue**

Authority to detail the nature of the issue which is the subject of the Required Variation Settlement Notice

➤ **Agreed Variation terms**

Authority to detail the terms of the Variation as agreed by the Parties

For the Authority: [Transport for London] [insert name] [insert job title]	Signed:
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